

# **HEROTECHS INC.**

## **TERMS OF USE, SERVICE, AND VALUES**

### Agreement

#### TERMS OF USE, SERVICE and NOTICES

#### AGREEMENT BETWEEN USER AND HEROTECHS INC. (“HEROTECHS”)

Use of HEROTECHS products and services (“HEROTECHS Service”) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of HEROTECHS constitutes your agreement to all such terms, conditions, and notices. Your use of a particular HEROTECHS Service included within the HEROTECHS Network may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Additionally, HEROTECHS may contain additional terms, codes of conduct or guidelines that govern use of services, including without limitation, particular features or offers.

### BILLING

For Annual Billing you will be billed immediately on the date of purchase and the billing will recur every year.

For Monthly billing, you will be billed on the 1st of each month. Yearly contracts are a non-refundable contract that you enter into with HEROTECHS. There are no refunds for a yearly contract, unless you wish to cancel within the first 3 days. If you make any changes to your account, it will be billed on a prorated basis for 12 months.

### MODIFICATION OF THESE TERMS OF USE

HEROTECHS reserves the right to change the terms, conditions, and notices under which the HEROTECHS Sites/Services are offered, including but not limited to the charges associated with the use of the HEROTECHS Sites/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the HEROTECHS Sites/Services constitutes your agreement to all such terms, conditions, and notices.

### PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

HEROTECHS will not, under any circumstances share any public or private information about its customers with any party outside of HEROTECHS, nor will it share any of the customer’s private data. If it were to become necessary to do so, the customer in question would be notified and asked for approval. Provided however, that you acknowledge, in addition to any additional rights set forth below in these terms and conditions, consent and agree that HEROTECHS may access, preserve, and disclose your account information and the contents of your account (including, without limitation, e-mails) if HEROTECHS is required to do so by law or if HEROTECHS, in its discretion, believes that disclosure is reasonably necessary to (a) comply with the legal process, (b) enforce these terms and provisions, (c) respond to your requests for customer service or (d) protect the rights, property, or personal safety of HEROTECHS, its employees and users, and the public.

### PAYMENT TERMS

You will be charged for services in accordance with HEROTECHS’s Fee Schedule as set forth above in the Billing section. You will receive sixty (60) days prior notice of any increase or decrease in such fees. In the case of credit card payments, all charges that you incur for the use of our services will be charged to the credit card number you provide. If this credit card number expires or if HEROTECHS is otherwise unable to debit valid charges to this credit card, HEROTECHS will notify you of this problem and reserves the right to terminate your access to the Services within thirty (30) days of such notice, unless you provide HEROTECHS with an alternative method of payment acceptable to HEROTECHS, in its sole discretion, within such thirty (30) day period. Payment for setting up your account will be due at time of registration. Payments for on-going services will be based on the services selected and billing dates for your account. For Invoice method, payment shall be due ten (10) days after the end of the calendar month in which the Services are provided. The charge for services provided for part of the month will be charged on a pro-rated basis. Upon termination of service, all outstanding charges shall be due immediately.

## PERSONAL AND COMMERCIAL USE LIMITATION

Unless otherwise specified, HEROTECHS Services and Software are for your personal and commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the HEROTECHS. NO UNLAWFUL OR PROHIBITED USE As a condition of your use of the HEROTECHS, you will not use the HEROTECHS Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use HEROTECHS in any manner which could damage, disable, overburden, or impair HEROTECHS (or the network(s) connected to HEROTECHS) or interfere with any other party's use and enjoyment of HEROTECHS. You may not attempt to gain unauthorized access to HEROTECHS, other accounts, computer systems or networks connected to HEROTECHS, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through HEROTECHS. LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH HEROTECHS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO HEROTECHS AND TO THE INFORMATION THEREIN. HEROTECHS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN HEROTECHS AT ANY TIME. ADVICE RECEIVED VIA HEROTECHS SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. HEROTECHS AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN HEROTECHS FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HEROTECHS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. YOU SPECIFICALLY AGREE THAT HEROTECHS SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH HEROTECHS. YOU SPECIFICALLY AGREE THAT HEROTECHS IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT HEROTECHS IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN HEROTECHS BY ANY THIRD PARTY. IN NO EVENT SHALL HEROTECHS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF HEROTECHS, WITH THE DELAY OR INABILITY TO USE HEROTECHS OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH HEROTECHS, OR OTHERWISE ARISING OUT OF THE USE OF HEROTECHS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HEROTECHS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF HEROTECHS, OR WITH ANY OF THESE

TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING HEROTECHS.

#### GENERAL TERMS REGARDING USE AND STORAGE

You agree that HEROTECHS may establish limits concerning use of any service offered on a HEROTECHS Web Mail Site, including without limitation, the maximum number of days that e-mail messages will be retained by the service, the maximum number of e-mail messages that may be sent from or received by an account on the service, the maximum size of an e-mail message that may be sent from or received by an account on the service, the maximum disk space that will be allotted on HEROTECHS's servers on your behalf, and the maximum number of times and duration you may access the service in a given period of time. You agree that HEROTECHS has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the service. You acknowledge that HEROTECHS reserves the right to delete accounts that are inactive for an extended period of time.

HEROTECHS MAKES NO WARRANTY THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. HEROTECHS service is provided "as is". HEROTECHS will endeavor to operate its services uninterrupted, secure, and error-free. However, there may be times when service will be down or disrupted. HEROTECHS does not assume any liability for said interruptions, and will not be held responsible. Interruptions can occur due to many circumstances, such as a hacker attacking the site, power failure, a failure of software or hardware. HEROTECHS will act in a timely and appropriate manner to remedy any issues that arise.

SERVICE CONTACT: [support@herotechs.biz](mailto:support@herotechs.biz)

#### TERMINATION/ACCESS RESTRICTION

HEROTECHS reserves the right, in its sole discretion, to terminate your access to any or all HEROTECHS Service and the related services or any portion thereof at any time, without notice. HEROTECHS shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party. SPAM; DAMAGES HEROTECHS will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay HEROTECHS liquidated damages of \$3 (US Currency) for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay HEROTECHS's actual damages, to the extent such actual damages can be reasonably calculated.

#### GENERAL

This agreement is governed by the laws of the State of California, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Santa Clara County, California, U.S.A. in all disputes arising out of or relating to the use of the HEROTECHS Service. Use of HEROTECHS is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and HEROTECHS as a result of this agreement or your use of HEROTECHS Service. You agree to indemnify and hold HEROTECHS, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct while using HEROTECHS Service. HEROTECHS reserves the right to disclose any personal information about you or your use of HEROTECHS, including its contents, without your prior permission if HEROTECHS has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of HEROTECHS or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. HEROTECHS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HEROTECHS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of HEROTECHS or information provided to or gathered by HEROTECHS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability

limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HEROTECHS with respect to HEROTECHS and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HEROTECHS with respect to HEROTECHS. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.